

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

**LEON WEINGRAD, individually and on
behalf of all others similarly situated,**

Plaintiff,

v.

IBAN GLOBAL LLC

and

**LIVEFREE EMERGENCY RESPONSE,
INC. D/B/A LIFE BEACON**

Defendants.

Case No. 24-4212

**DECLARATION OF R. JEREMY ADAMSON IN SUPPORT OF LIVEFREE EMERGENCY
RESPONSE, INC.'S REPLY IN SUPPORT OF MOTION TO DISMISS COMPLAINT**

1. My name is R. Jeremy Adamson. I am over 21 years of age, of sound mind, and competent to make this declaration. The facts stated in this Declaration are within my personal knowledge and are true and correct.
2. I am the Shareholder at the law firm of Buchalter P.C. and am counsel for LiveFree Emergency Response, Inc. ("LiveFree"), the Defendant in the above-styled lawsuit.
3. During jurisdictional discovery in this case, LiveFree intended to but inadvertently failed to produce a copy of the Dealer Contract between itself and IBAN. On July 16, 2025, a copy of the Dealer Contract was produced to counsel for Plaintiff.
4. Attached as Exhibit A to my declaration is a true and correct copy of the LiveFree Dealer Agreement between LiveFree and IBAN produced to Plaintiff on July 16, 2025.
5. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 21, 2025.



R. JEREMY ADAMSON

EXHIBIT A

LIVEFREE DEALER AGREEMENT

This Dealer Agreement (“Agreement”) is entered into by and between LiveFree Emergency Response, Inc. (“LiveFree”), a Delaware corporation with its principal place of business at 3411 Hawthorne Road, Pocatello, ID 83201, and the dealer identified in the signature block (“Dealer”), effective as of the date last executed below (“Effective Date”).

INTRODUCTION

Dealer sells monitored personal security products and associated services. LiveFree is a wholesaler of monitored personal security products (“LiveFree Products”) and specialized services related to, and required for, the proper operation of LiveFree Products (“LiveFree Services”). Dealer wishes to sell LiveFree Products and LiveFree Services (as further defined in Section 2.1) to its existing or prospective end-user customers (“Dealer Customers”). LiveFree wishes to authorize Dealer to sell LiveFree Services to Dealer Customers for use with LiveFree Products. Accordingly, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties acknowledge and agree as follows:

DEFINITIONS

“Affiliate” means any Person that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, LiveFree.

“Person” means any natural or legal person or association of natural or legal persons, whether or not having a separate legal identity, including any individual, corporation, limited liability company, or partnership.

“Subscriber” means an end-user customer with one or more properly-initialized LiveFree Products who has entered into the Subscription Agreement.

“Subscription Agreement” means the agreement between LiveFree and an end-user customer pursuant to which LiveFree uses commercially reasonable efforts to provide services to such end-user customer.

“Territory,” except as otherwise agreed in writing between the Parties, means the United States of America.

“User Interface” means the LiveFree customer website (“Customer Website”) and any other user interface that LiveFree may provide. The Customer Website, currently at www.lifebeacon.com, is not currently operational but in the future will and/or may be designed for access by Subscribers who elect to purchase a “Basic Interactive” or “Advanced Interactive” plan as those terms are defined in Section 2.2.

1. TERM

1.1 The term of this Agreement (“Term”) begins on the Effective Date and ends on the date of expiration or termination of the Agreement, whichever occurs first. Subject to termination in accordance with Section 7, this Agreement shall remain in effect for an initial term of one (1) year (“Initial Term”) and for subsequent terms of one (1) year (each a “Renewal Term”), unless either party provides written notice of nonrenewal at least thirty (30) days but not more than sixty (60) days before a Renewal Term would otherwise begin. If a party gives timely written notice of nonrenewal, the Agreement shall expire at the end of the then-current Initial Term or Renewal Term.

2. DESCRIPTION OF SERVICES

2.1.1 “LiveFree Services” means the services that LiveFree uses commercially reasonable efforts to provide to Subscribers, during the Term, pursuant to the terms and conditions of the Subscription Agreement, which Subscription Agreement LiveFree may modify from time to time. Depending on then-current service offerings and the subscription purchased, and subject to availability, such services may include one or more of the following service offerings: (a) the enabling of wireless transmission of data from a LiveFree Product to the LiveFree Network

Operations Center ("NOC"), (b) hosting of such data in the NOC, (c) remote access to such data via a User Interface, (d) remote control of certain features of a LiveFree Product and notifications as to the whereabouts of the user of a LiveFree Product via a User Interface, (e) personalized event-driven phone and e-mail notifications managed by Subscribers via a User Interface, and (f) forwarding of emergency notifications to a supported central station. Notwithstanding anything to the contrary in this Agreement, LiveFree shall have the right to add, delete, change, or terminate service offerings at any time.

2.1.2 "LiveFree Product" means a product manufactured and/or sold by LiveFree that is compatible with the LiveFree Services. No product that is not a LiveFree Product may be used in conjunction with the LiveFree Services without LiveFree's express written consent.

2.2 LiveFree at its option may combine service offerings into packages, including packages described as "Wireless Signal Forwarding," designed to communicate alarm signals from a LiveFree Product to a supported central station, "Basic Location," an interactive service designed to allow the Subscriber to locate a LiveFree Product a prescribed number of times via a phone call, and "Advanced Interactive/Real Time Location," which allows a subscriber with access to a web portal and text commands, with numerous advanced monitoring and tracking functions as well as unlimited tracking and monitoring. Subject to LiveFree's advance written approval, Dealer will also be permitted to request customized packages based on the features described in Schedule 2.

3. DEALER RIGHTS AND RESPONSIBILITIES

3.1 Subject to the terms and conditions of this Agreement and Dealer's compliance therewith, LiveFree grants Dealer a limited, non-exclusive, non-transferable right, during the Term, to market and sell LiveFree Products and Services to Dealer Customers within the Territory. Dealer shall use its best efforts to market and sell LiveFree Services and to respond promptly to all inquiries and requests for information regarding LiveFree Services.

3.2 Dealer represents and warrants that it has and will maintain throughout the Term all necessary experience, skills, facilities, personnel, permission, permits, and licenses, including whatever permission, permits, or licenses may be necessary from any local, state, or federal government agency or other public or private authority, to perform any activity required or permitted by this Agreement, including the sale of any LiveFree Products and Services and the sale or installation of any LiveFree Product. Dealer activities required by this Agreement shall include the following:

(a) Except as otherwise specifically noted herein, for any LiveFree Product sold or installed by Dealer to or for any Dealer Customer, Dealer shall be solely responsible for providing the LiveFree Product and for all sales, installation, and associated activities, including billing and collecting from Dealer Customers and servicing and maintaining the LiveFree Product, and Dealer shall bear all costs and expenses thereof. Dealer agrees that for a period of three (3) years from the date each piece of equipment is sold by LiveFree, it may only be monitored with LiveFree so long as LiveFree provides commercially reasonable monitoring service.

(b) Except as otherwise specifically noted herein, for any LiveFree Services sold by Dealer to any Dealer Customer, Dealer shall be solely responsible for all sales and associated activities, including billing and collecting from Dealer Customers and providing Dealer Customer service and technical support to Dealer Customers, and Dealer shall bear all costs and expenses thereof.

(c) Dealer shall cooperate with LiveFree in the performance of quality assurance and testing procedures as requested by LiveFree. Each party shall bear its own costs and expenses in connection with such cooperation.

3.3 In all activities required or permitted by this Agreement, Dealer shall comply with all applicable federal, state, and local laws, rules, regulations, and orders, including both statutory and common law (all the foregoing, cumulatively, ("Applicable Law"). Dealer shall not, by act or omission, misrepresent LiveFree Services or any LiveFree Product or mislead any Person concerning any of the foregoing. Nor shall Dealer make any claims, representations, or warranties in connection with LiveFree Services, or any other claims, representations, or warranties purportedly on behalf of LiveFree, except if and to the extent expressly authorized in advance in writing by LiveFree.

3.4 Notwithstanding anything to the contrary in this Agreement, Dealer shall not sell any LiveFree Services, or sell or install any LiveFree Product, unless, before any such sale or installation occurs, (a) Dealer has determined from printed or interactive written information provided by LiveFree that the location or locations at which such LiveFree Services will be primarily used and at which such LiveFree Product will be primarily located are within an area of wireless telemetry coverage in which LiveFree Services are available, and (b) Dealer has entered into an enforceable written contract with Dealer Customer for all LiveFree Services and LiveFree Products being sold to or installed for such Dealer Customer ("Customer Agreement") that contains all the terms and conditions in Schedule 1 (as LiveFree may modify such terms and conditions from time to time) and no terms or conditions that are inconsistent with those terms and conditions or otherwise inconsistent with this Agreement. The required terms and conditions ("LiveFree Terms") shall appear in the Customer Agreement as stated in Schedule 1 (as LiveFree may modify the LiveFree Terms from time to time), exactly in the same order, and in conspicuous print. Dealer shall enforce all provisions of such LiveFree Terms on behalf of LiveFree at LiveFree's request and shall cooperate with LiveFree in any enforcement of such LiveFree Terms by LiveFree.

4. LIVEFREE RIGHTS AND RESPONSIBILITIES

4.1 Subject to the terms and conditions of this Agreement and Dealer's compliance therewith, when Dealer sells LiveFree Services to a Dealer Customer, and such Dealer Customer completes the LiveFree subscription process and becomes a Subscriber, LiveFree shall be responsible, as between the parties to this Agreement, for using commercially reasonable efforts to provide LiveFree Services to such Dealer Customer, during the portion of the Term in which such Dealer Customer is a Subscriber, in accordance with the Subscription Agreement.

4.2 LiveFree shall use commercially reasonable efforts, during the Term, to permit Dealer to access a website for LiveFree dealers ("Dealer Website"), subject to availability and in accordance with LiveFree's terms of use and this Agreement.

4.3 As between the parties to this Agreement, LiveFree shall, at all times, have sole and exclusive control over the design, development, management, operation, and maintenance of LiveFree Services.

4.4 LiveFree privacy policies and procedures are viewable, during the Term, at the Customer Website, currently at www.lifebeacon.com, and are subject to change in accordance with their terms.

4.5 Availability of LiveFree Services is limited to areas of available wireless telemetry coverage. LiveFree Services are also subject to transmission limitations caused by atmospheric or topographical conditions or other causes.

4.6 When this Agreement becomes effective, LiveFree shall have the right to announce that Dealer is an authorized reseller of LiveFree Services.

4.7 As part of this Agreement, for so long as the Parties agree that LiveFree shall continue to provide monitoring services, LiveFree shall provide, at its expense, monitoring services.

5. CUSTOMER SERVICE AND TECHNICAL SUPPORT

5.1 LiveFree or one or more of its providers shall provide Dealer Technical Support (as defined below) to Dealer during the Term, at no additional cost to Dealer, for LiveFree Services that are provided to Dealer Customers, between the hours of 9:00 A.M. to 5:00 P.M. MST/MDT, Monday through Friday (excluding holidays recognized by LiveFree), subject to scheduled or unscheduled interruptions because of outages in LiveFree's support systems or otherwise.

"Dealer Technical Support" means LiveFree's commercially reasonable efforts, in accordance with LiveFree's then current technical support policies, to provide Dealer a status resolution recommendation for reported technical problems within four (4) business hours following the initial report, provided that this definition of Dealer Technical Support and LiveFree's associated policies are subject to change by LiveFree.

5.2 Except as otherwise set forth herein, when Dealer sells LiveFree Services to a Dealer Customer, Dealer shall provide all customer service and technical support for LiveFree Services to such Dealer Customer, including all customer service and technical support required by such Dealer Customer as a Subscriber to LiveFree Services or in using LiveFree Products. Depending on then-current LiveFree service offerings and procedures, and subject to availability, Dealer employees designated in writing by Dealer for access to the Dealer Website will receive secure logins and will be able to create and view accounts for Dealer Customers entitled to use LiveFree Services and access troubleshooting information made available by LiveFree relating to end-user customer issues, provided that LiveFree shall have the right to suspend or terminate access to the Dealer Website by Dealer or a Dealer employee in the event of a violation by Dealer or such Dealer employee of LiveFree's terms of use or this Agreement. Dealer may designate a reasonable number, to be specified by LiveFree, of Dealer employees who will have such access.

6. FEES, BILLING, PAYMENT, AND TAXES

6.1 Dealer shall pay LiveFree all fees set forth in Schedule 2 for LiveFree Services and any other amounts payable to LiveFree pursuant to this Agreement, provided that LiveFree's fees, rates, and charges to Dealer are subject to change by LiveFree with sixty (60) days advance notice to Dealer. Dealer shall determine the prices at which it sells LiveFree Services to Dealer Customers. For the avoidance of doubt, Dealer shall pay LiveFree all fees for LiveFree Services and any other amounts due LiveFree without regard to whether Dealer collects fees for such LiveFree Services or other amounts from Dealer Customers.

6.2 Dealer shall pay LiveFree, in advance, a monthly service charge for each Dealer Customer using or having access to LiveFree Services, beginning on the date on which such Dealer Customer's account for LiveFree Services is activated. Dealer shall also pay LiveFree an established account activation fee in accordance with Schedule 2 for each such Dealer Customer, which will be charged and payable in the first billing cycle of a new account. If Dealer is using charging customers through LiveFree's portal, Dealer shall defend, indemnify, and hold harmless LiveFree and any employee, agent, director, officer, shareholder, or other affiliate of LiveFree from and against all liability arising from any charge initiated by Dealer or on Dealer's behalf or associated with one of Dealer's end-user customers (each such a "Dealer Charge"). LiveFree shall be entitled to deduct from amounts paid to Dealer any fees or charges or refunds or chargebacks resulting from any Dealer Charge. In the event that LiveFree's merchant processor, gateway, bank, credit union, or other partners (each a "Processing Partner") asks LiveFree to take corrective action as a result in whole or in part of any Dealer Charge or group of Dealer Charges, Dealer and LiveFree shall work together to address the concerns of the Processing Partner. If the concerns cannot be reasonably addressed, LiveFree and Dealer will make alternate arrangements for processing. In the even that such alternate arrangements are made, Dealer agrees that the pricing or terms set forth herein may need to be reasonably modified to protect LiveFree's interests.

6.3 If the date on which the Dealer Customer's account is activated is not the first day of a calendar month, the monthly service charge for the first partial month in which LiveFree Services are provided will be pro-rated and billed, and shall be paid, in the first billing cycle. The final month in which LiveFree Services are provided shall be paid in full, in advance by Dealer, and no refunds will be issued should the account be terminated mid-month. Service plan changes that result in a higher monthly service charge will be billed, and shall be paid, in arrears during the next billing cycle. Service plan changes that result in a lower monthly service charge will become effective in the subsequent month and will not be pro-rated during the month in which the change is made.

6.4 If, at any time, a Dealer Customer account to which usage restrictions apply exceeds the number of signals, commands, alarms, or notifications allotted for the account's rate plan within any service period, then an excessive usage charge will be billed to and payable by Dealer in arrears.

6.5 At or after the end of each calendar month, LiveFree will send an invoice to Dealer reflecting Dealer Customer accounts for LiveFree Services as of the last day of such month, along with a statement of the fees and other amounts due LiveFree. Such invoice will display the Dealer Customer account, the service plan name, the service plan cost, applicable activation fees and prorated charges for new accounts, and if applicable, any excessive usage charges for specific Dealer Customer accounts.

6.6 Dealer shall remit payment to LiveFree for the total amount, including all monthly fees, set forth in an invoice, in full, within thirty (30) days after the date of the invoice, without setoff or withholding of any kind. Payment shall be deemed overdue if any amount remains unpaid thereafter. Any amount payable by Dealer hereunder which remains unpaid after the due date shall be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest legally-allowable rate, whichever is lower, from the due date until LiveFree receives full payment.

6.7 Dealer shall be solely responsible for collection and payment of all sales, use, and other taxes or fees associated with the sale by Dealer or use by Dealer Customers of LiveFree Services or any LiveFree Product.

7. TERMINATION

7.1 LiveFree shall have the right to terminate this Agreement (a) effective immediately on written notice to Dealer if any of the following occurs or is reasonably determined by LiveFree to be substantially at risk of occurring or of being found to have occurred: (i) Dealer's sale of LiveFree Services or any LiveFree Product, or Dealer's performance of any other activity required or permitted by this Agreement, violates any Applicable Law or a legal right of any Person, including any intellectual property right, (ii) Dealer does not have any permission, permit, or license necessary to perform any activity required or permitted by this Agreement, including any permission, permit, or license from any local, state, or federal government agency or other public or private authority, or any such permission, permit, or license is suspended, withdrawn, or revoked, or (iii) any LiveFree Services or LiveFree's provision of such LiveFree Services violates any Applicable Law or a legal right of any Person, including any intellectual property right, (b) effective immediately on written notice to Dealer if Dealer commits any breach of Section 3.3, Section 3.4, Section 10.3, Section 10.4, Section 10.5, or Section 10.6, (c) effective immediately on written notice to Dealer if Dealer terminates its existence, discontinues business, has a receiver appointed for any of its property, makes any assignment for the benefit of creditors, or has any proceedings under any bankruptcy, reorganization, or similar laws commenced by or against it, (d) effective immediately on written notice to Dealer if Dealer commits any failure to provide payment as required by Section 6 and fails to cure the breach within ten (10) days following written notice of the breach, (e) effective immediately on written notice to Dealer if Dealer commits any breach of this Agreement other than a failure to provide payment as described in Section 6 and fails to cure the breach within thirty (30) days following written notice of the breach, (f) pursuant to Section 11.3, or (g) effective on sixty (60) days' advance written notice for any other reason.

7.2 Expiration or termination of this Agreement shall not relieve Dealer's obligation to pay all fees and other amounts that are owed by Dealer as of the date of expiration or termination, nor shall such expiration or termination prevent LiveFree from pursuing other remedies available to it at law or in equity, including injunctive relief. LiveFree's rights to payment and indemnification and all disclaimers of warranties, limitations of liability, and exclusions of damages by LiveFree shall survive expiration or termination. In particular, and without limiting the foregoing, the following provisions shall survive expiration or termination: Sections 6.6, 6.7, 7, 8, 9, 10, 11, and 12.

7.3 If LiveFree Services to Dealer or any Dealer Customer are suspended or terminated for any reason, and if Dealer thereafter desires to have LiveFree Services resumed and LiveFree elects to resume LiveFree Services, Dealer shall pay in advance to LiveFree the regular account activation fee set forth in Schedule 2, as LiveFree may modify such fee in accordance with this Agreement.

8. INDEMNITY

8.1 Dealer acknowledges that Dealer, through its direct relationship with its Dealer Customers, is responsible for limiting the liability of LiveFree, its Affiliates, and its providers to such Dealer Customers. Dealer shall indemnify, defend, and hold harmless LiveFree, its Affiliates, its providers, and all employees, officers, directors, agents, and representatives of LiveFree, its Affiliates, and its providers from and against any and all liability, damage, cost, loss, and expense, including reasonable counsel fees, arising from (a) any claim, suit, action, proceeding, or demand (each a "Claim") by a Dealer Customer or any other Person based on or relating to (i) Dealer's sale or other use of any LiveFree Services or Dealer's sale, installation, or other use of any LiveFree Product, including any Claim alleging that any such sale, installation, or other use violates any Applicable Law, (ii) Dealer's representations about LiveFree Services or any LiveFree Product, including any Claim alleging that any such representation, by act or omission, violates any Applicable Law, or (iii) any Dealer Customer's use of or inability to use LiveFree Services or any LiveFree Product, including any claim of failure of such LiveFree Services or Product, or (b) any Claim by any agent, representative, salesperson, or employee of Dealer for commissions, salaries, or reimbursement of expenses in connection with the promotion and sale of any LiveFree Services or LiveFree Product.

9. WARRANTY, DISCLAIMERS, LIMITATIONS, EXCLUSIONS, AND DEALER INDEPENDENCE

9.1.1 THE SOLE WARRANTY PROVIDED BY LIVEFREE WITH RESPECT TO LIVEFREE SERVICES IS A LIMITED WARRANTY TO SUBSCRIBERS IN THE SUBSCRIPTION AGREEMENT TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN LIVEFREE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO DEALER, ANY DEALER CUSTOMER OTHER THAN A SUBSCRIBER, OR ANY OTHER PERSON. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO LIVEFREE SERVICES, ALL LIVEFREE SERVICES AND ALL LIVEFREE MATERIALS (AS DEFINED IN SECTION 10.3) THAT ARE OR MAY BE PROVIDED BY LIVEFREE ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIVEFREE DISCLAIMS (A) ALL WARRANTIES TO DEALER, WHETHER EXPRESS OR IMPLIED, (B) ALL EXPRESS WARRANTIES TO ANY DEALER CUSTOMER OTHER THAN, TO SUBSCRIBERS, THE LIMITED WARRANTY, (C) ALL IMPLIED WARRANTIES TO ANY DEALER CUSTOMER, AND (D) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL LIVEFREE SERVICES AND ALL LIVEFREE MATERIALS SHALL BE WITH DEALER AND DEALER CUSTOMERS.

9.1.2 THE SOLE WARRANTY PROVIDED BY LIVEFREE WITH RESPECT TO LIVEFREE PRODUCTS IS A LIMITED WARRANTY AGAINST DEFECTS IN THE INITIAL MANUFACTURE OF ANY LIVEFREE PRODUCT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE. THE SOLE REMEDY FOR BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT (AT LIVEFREE'S SOLE OPTION) OF ANY NON-CONFORMING LIVEFREE PRODUCT. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO LIVEFREE PRODUCTS, ALL LIVEFREE PRODUCTS THAT ARE OR MAY BE PROVIDED BY LIVEFREE ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIVEFREE DISCLAIMS (A) ALL WARRANTIES TO DEALER OR TO ANY DEALER CUSTOMER, WHETHER EXPRESS OR IMPLIED OTHER THAN THE LIMITED WARRANTY SET FORTH IN THIS SECTION 9.1.2, AND (B) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL LIVEFREE PRODUCTS SHALL BE WITH DEALER AND DEALER CUSTOMERS.

9.2 DEALER UNDERSTANDS THAT LIVEFREE IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY DEALER OR DEALER CUSTOMERS, AND THAT THE AMOUNTS PAYABLE TO LIVEFREE REFLECT THE SCOPE OF LIABILITY SET FORTH IN THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY OF ANY DEALER CUSTOMER OR ANY OTHER PERSON. DEALER AND DEALER CUSTOMERS SHALL LOOK EXCLUSIVELY TO THEIR INSURERS TO RECOVER FOR ANY LOSS, DAMAGE, OR INJURY, AND DEALER RELEASES AND WAIVES, AND SHALL CAUSE EACH DEALER CUSTOMER TO RELEASE AND WAIVE, ALL RIGHT OF RECOVERY AGAINST LIVEFREE ARISING BY WAY OF SUBROGATION. LIVEFREE MAKES NO EXPRESS OR IMPLIED WARRANTY TO DEALER, ANY DEALER CUSTOMER, OR ANY OTHER PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT ANY LIVEFREE SERVICES OR LIVEFREE PRODUCT WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH OCCURRENCES ANY SUCH LIVEFREE SERVICES OR LIVEFREE PRODUCT MAY BE DESIGNED TO DETECT OR AID IN DETECTING. LIVEFREE DOES NOT REPRESENT THAT IT HAS ACHIEVED ANY SECURITY CERTIFICATION OR OTHER PERMISSION, PERMIT, OR LICENSE FROM ANY LOCAL, STATE, OR FEDERAL GOVERNMENT AGENCY OR OTHER PUBLIC OR PRIVATE AUTHORITY.

9.3 DEALER DOES NOT DESIRE THIS AGREEMENT TO PROVIDE FOR FULL LIABILITY OF LIVEFREE AND AGREES THAT (A) LIVEFREE SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE, OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, OR THE FAILURE TO AVERT OR PREVENT SUCH OCCURRENCES OR CONSEQUENCES, WHICH ANY LIVEFREE SERVICES OR ANY LIVEFREE PRODUCT MAY BE DESIGNED TO DETECT OR AID IN DETECTING, (B) IF LIVEFREE SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY DUE TO A FAILURE OF, OR OTHERWISE INVOLVING OR RELATED TO, ANY LIVEFREE SERVICES OR LIVEFREE PRODUCT IN ANY RESPECT, LIVEFREE'S TOTAL LIABILITY SHALL BE LIMITED TO AN AGGREGATE SUM EQUAL TO 10% OF THE ANNUAL CHARGE FOR LIVEFREE SERVICES TO THE PARTICULAR SUBSCRIBER WHO SUFFERS LOSS, DAMAGE, OR INJURY DUE TO THE FAILURE OR \$250, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY, AND (C) THAT ALL PROVISIONS IN THIS SECTION 9 SHALL APPLY IF LOSS, DAMAGE, OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF LIVEFREE, ANY OF ITS AFFILIATES OR PROVIDERS, OR ANY EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES OF LIVEFREE OR ANY OF ITS AFFILIATES OR PROVIDERS.

9.4 EXCEPT FOR THE LIMITED LIABILITY OF LIVEFREE SET FORTH IN SECTION 9.3, NEITHER LIVEFREE NOR ANY OF ITS AFFILIATES OR PROVIDERS SHALL HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY WHATSOEVER IN ANY WAY RELATING TO ANY LIVEFREE SERVICES OR ANY LIVEFREE PRODUCT, INCLUDING ANY LOSS, DAMAGE, OR INJURY RESULTING FROM ANY BREACH OF THIS AGREEMENT OR NEGLIGENCE, ACTIVE OR OTHERWISE, INCLUDING ANY LOSS ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN ANY SERVICES OR TRANSMISSION OF SERVICES OR FOR LOSSES OR DAMAGES ARISING OUT OF FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATIONS.

9.5 IN NO EVENT SHALL LIVEFREE OR ANY OF ITS AFFILIATES OR PROVIDERS BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF LIVEFREE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS DEEMED UNCONSCIONABLE. THE EXCLUSION OF DAMAGES IN THIS SECTION 9.5 IS INDEPENDENT OF ANY AGREED REMEDY.

9.6 Dealer is an independent contractor and shall not represent itself as an employee or agent of LiveFree except as specifically permitted in writing by LiveFree. All costs, charges, and expenses incurred by Dealer in connection with marketing, sales, sales promotion, advertising, publicity, travel expenses, postal fees, sales commissions, salaries, and expenses of representatives and employees will be at the sole cost and expense of Dealer.

10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

10.1 LiveFree hereby grants Dealer a limited, non-exclusive, non-transferable, royalty-free license during the Term to use LiveFree trademarks and service marks (collectively "Marks") specified in writing by LiveFree solely for the purpose of marketing and selling LiveFree Services in accordance with this Agreement. All right, title, and interest in and to all LiveFree Marks is and shall remain solely owned by LiveFree. Dealer shall use the LiveFree marks exactly in the form provided and in conformance with any trademark usage policies of LiveFree, as provided from time to time. Dealer shall not take any action inconsistent with LiveFree's ownership of the Marks.

10.2 Dealer hereby grants LiveFree a limited, non-exclusive, non-transferable, royalty-free license during the Term to use the Dealer's trademarks and service marks solely for the purposes of marketing and promoting LiveFree Services and the Customer Website and delivering LiveFree Services. All right, title, and interest in and to all Dealer trademarks and service marks is and shall remain solely owned by Dealer. LiveFree shall use Dealer trademarks and service marks, if at all, exactly in the form provided and in conformance with any trademark usage

policies of Dealer, as provided from time to time. LiveFree shall not take any action inconsistent with Dealer's ownership of Dealer trademarks and service marks.

10.3 Dealer acknowledges and agrees that LiveFree Products do or may contain proprietary software of LiveFree ("Embedded Software") and that all right, title, and interest, including all intellectual property rights, in and to the Embedded Software, the Dealer Website, the Customer Website, any other User Interface, any LiveFree documentation, and all other LiveFree materials (cumulatively, all the foregoing, "LiveFree Materials"), and in or to LiveFree Services, is and shall remain solely owned by LiveFree, and no such right, title, or interest therein shall pass to Dealer, any Dealer Customer, or any other Person. Dealer shall not use the LiveFree Materials or LiveFree Services in any manner or for any purpose other than in accordance with this Agreement.

10.4 Dealer shall not cause, perform, or permit the copying, decompilation, disassembly, or other reverse engineering of any LiveFree Materials, LiveFree Products, or LiveFree Services or the transferring (except for Embedded Software, as embedded in an LiveFree Product, to an end-user customer to whom such Product is sold) of all or any part of any of the foregoing to any other Person. Dealer shall not use any LiveFree Product, any of the LiveFree Materials, LiveFree Services or its access to any of the foregoing to design, build, market, or sell any similar or substitute product or service.

10.5 Dealer shall not remove, deliver, or otherwise provide any LiveFree Products, LiveFree Materials or LiveFree Services to any location outside the Territory and shall fully comply with all relevant export laws and regulations of the United States to ensure that neither the LiveFree Materials or LiveFree Services, nor any direct product thereof, is exported, directly or indirectly, in violation of United States law or regulation.

10.6 Dealer shall hold all Confidential Information (as defined below) in confidence. Without limiting the foregoing, Dealer shall safeguard all Confidential Information at least to the extent it safeguards its own confidential information and in any event with the utmost care. Dealer shall not use or permit the use of any Confidential Information for any purpose other than the performance of Dealer's obligations under this Agreement. Dealer shall not disclose or permit the disclosure of any Confidential Information to any Person other than a Dealer employee who has a need to know the information for Dealer's performance of its obligations under this Agreement and who is contractually bound by confidentiality obligations to Dealer at least as protective of the Confidential Information as those set forth herein. Notwithstanding the foregoing, Dealer may disclose Confidential Information if and to the extent required by law, but only if it has given written notice of the impending disclosure to LiveFree as far in advance of the disclosure as possible or, if advance disclosure is not possible, at the time of disclosure. "Confidential Information" means any information or materials disclosed to Dealer by LiveFree or otherwise learned by Dealer from LiveFree, including any information or materials relating to LiveFree's customers, plans, pricing, strategy, or technology, that are marked confidential, or that by their nature should be reasonably understood to be confidential, except if and to the extent such information or materials (a) are or become part of the public domain through no act or omission of Dealer, (b) were in Dealer's lawful possession before being disclosed to or otherwise learned by it from LiveFree and had not been obtained by Dealer either directly or indirectly from LiveFree, (c) are lawfully disclosed to Dealer by a third party without restriction on disclosure, or (d) are independently developed by Dealer.

11. GENERAL TERMS

11.1 THE LAWS OF THE STATE OF IDAHO, EXCLUDING ITS CONFLICT-OF-LAW RULES, SHALL GOVERN THIS AGREEMENT AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF. THE UNITED NATIONS CONVENTION FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT IN WHOLE OR IN PART. SUBJECT TO THE ARBITRATION PROVISION IN SECTION 11.2, LIVEFREE AND DEALER AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN, STATE COURTS IN BANNOCK OR BONNEVILLE COUNTIES IN THE STATE OF IDAHO, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO, IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.2 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, subject to the provisions of this Agreement, including this Section 11.2 and Section 11.3, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of arbitration,

including the fees and expenses of the arbitrator(s), shall be borne initially by the party initiating the arbitration, and upon completion shall be awarded by the arbitrator(s) to the party that prevailed. Each party shall bear its own costs and attorneys' fees for preparing and presenting its case. The parties agree that this Section 11.2 and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA code of Ethics for Arbitrators in Commercial Disputes. In no event shall the Arbitrator have the authority to make any award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents. Notwithstanding the foregoing arbitration requirement, if LiveFree or any other beneficiary of the indemnification set forth in Section 8.1 becomes a defendant in a proceeding in any court and the indemnification applies to such Claim, or there is a good faith basis to contend that the indemnification applies to such Claim, LiveFree shall have the right to enforce the indemnification, and any other provision of this Agreement, against Dealer in such court proceeding, including by impleading or cross-claiming against Dealer or otherwise. In addition, notwithstanding the foregoing, LiveFree shall have the right to seek injunctive relief in any court of competent jurisdiction with respect to any breach by Dealer of its obligations under this Agreement, including any breach affecting LiveFree's intellectual property or proprietary rights or business reputation. In no event shall Dealer bring any class action lawsuit against LiveFree or any other beneficiary of the indemnification set forth in Section 8.1 or be a representative plaintiff or plaintiff class member in any such lawsuit.

11.3 This Agreement contains the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior proposals, representations, agreements, and understandings, written or oral, concerning its subject matter and the terms in any Dealer purchase order or other Dealer ordering document. No amendment to this Agreement shall be effective unless it is in writing and signed by the parties. Notwithstanding the foregoing, LiveFree may send Dealer written notice of an amendment to this Agreement, and any such amendment shall become effective within thirty (30) days after LiveFree sends such notice to Dealer unless LiveFree receives from Dealer within fifteen (15) days after LiveFree sends the notice Dealer's written notice of nonacceptance. In the event Dealer provides such written notice of nonacceptance, LiveFree shall have the right, but shall not be obligated, to terminate this Agreement as of the date the amendment otherwise would have been effective. No other act, document, usage, or custom shall be deemed to vary or amend this Agreement. Neither party shall be deemed to have waived a provision of this Agreement except in a signed writing. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. LiveFree and Dealer intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these LiveFree Terms shall be upheld and applied to the maximum extent permitted by law.

11.4 All language used herein shall be deemed to be the language jointly chosen by the parties, and no rule of strict construction shall be applied against a party based on its role in drafting any portion of this Agreement. Captions are for convenience only and do not affect the meaning of any provision. Whenever this Agreement provides that LiveFree may elect, designate, determine, select, grant, or withhold any assent or consent, add, delete, change, or terminate any matter, or otherwise take or refrain from taking any action, LiveFree shall be entitled to do so in its sole discretion, with or without notice. Whenever this Agreement provides that LiveFree shall use commercially reasonable efforts, LiveFree shall be entitled to determine, in its sole discretion, the commercially reasonable efforts it deems applicable and appropriate. Each reference in this Agreement to a Section or a Schedule refers to a Section or a Schedule of this Agreement. The words "include" and "including" mean, respectively, "include but are not limited to" and "including but not limited to."

11.5 All notices under this Agreement by one party (as "Sending Party") to the other party (as "Receiving Party") shall be in writing and shall be deemed to have been given when mailed by first-class mail to the Receiving Party at the address given in this Agreement for the Receiving Party and for the attention of the individual signing this Agreement on behalf of the Receiving Party, or at such other address or for the attention of such other individual as the Receiving Party may have identified by written notice to the Sending Party in accordance with this Section 11.5, except that any notice of nonrenewal by Dealer pursuant to Section 1.1 and any notice of nonacceptance of an amendment by Dealer pursuant to Section 11.3 shall be deemed to have been given when received.

11.6 For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, if this Agreement expires because notice of nonrenewal is given pursuant to Section 1.1, or if this Agreement is terminated

in accordance with any provision of Section 7, (a) LiveFree shall have no liability for such expiration or termination, shall be excused from further performance hereunder, and shall not be obligated to provide or continue providing any LiveFree Services to Dealer or any Dealer Customer, and (b) LiveFree, at its option, may continue to provide LiveFree Services to Dealer Customers pursuant to the Subscription Agreement and may notify Dealer Customers that, if they wish to continue receiving such LiveFree Services, they should make payments directly to LiveFree, and bill them for such LiveFree Services. If LiveFree continues to provide LiveFree Services to a Dealer Customer after expiration or termination of this Agreement and Dealer has received any payment from Dealer Customer for such LiveFree Services applicable to any period after the date of such expiration or termination, Dealer shall pay over to LiveFree the amount of such payment from Dealer Customer and LiveFree will credit such amount to Dealer Customer's new account with LiveFree. LiveFree shall have no liability for the suspension or termination of any LiveFree Services, for LiveFree's subsequent provision of any LiveFree Services to Dealer Customers, or for LiveFree's sale, assignment, or transfer of any Dealer Customer base.

11.7 During the Term and for a period of twenty-four (24) months thereafter, Dealer shall obtain and continuously maintain, at Dealer's sole cost and expense, comprehensive general liability insurance issued on an occurrence basis with broad form coverage (including products and completed operations liabilities, contractual and incidental contracts liabilities, personal and advertising injury liabilities, and errors and omissions liabilities), with limits not below one million dollars (\$1,000,000) in the annual aggregate and one million dollars (\$1,000,000) per occurrence. If requested by LiveFree, Dealer shall furnish LiveFree with certificates of insurance evidencing such insurance coverage. Any failure to demand such certificates or identify any deficiency in any of the required insurance coverage by LiveFree shall not be deemed to be a waiver of Dealer's obligation to maintain such insurance.

11.8 Neither LiveFree nor any of its Affiliates or providers shall have any liability for any nonperformance or deficiency of performance resulting from the negligence or willful act of Dealer, Dealer Customer, or any other Person, any act of God, fire, war, terrorism, riots, government authorities, default of supplier, or any other cause beyond the control of LiveFree or its Affiliates or providers.

11.9 LiveFree shall have the right to assign this Agreement, or any right or obligation hereunder, without Dealer's consent. Dealer shall not assign this Agreement, or any right or obligation hereunder, without LiveFree's advance written consent. This Agreement shall be binding on and shall inure to the benefit of each of the parties and their respective successors, heirs and legatees, and permitted assigns.

12. ASSENT TO AGREEMENT

12.1 Dealer signifies its assent to this Agreement by signing the Agreement in the indicated signature block and faxing or otherwise providing it to LiveFree. LiveFree signifies its assent to this Agreement by signing this Agreement and returning it to Dealer. LiveFree, at its option, may sign a counterpart of this Agreement other than the counterpart assented to by Dealer. The parties intend that facsimile signatures shall have the same binding effect as originals. The individual signing on behalf of Dealer represents and warrants that he or she is a representative of Dealer duly authorized by Dealer to signify Dealer's assent to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LiveFree Emergency Response, Inc.

Dealer Name

Signature

By: Joshua K. Chandler
Print Name

Its: President
Title

Date: _____

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

SCHEDULE 1-Required Contract Language For Dealer Customers

IMPORTANT -- READ CAREFULLY: You have recently agreed to purchase personal security products and services from an independently owned and operated security services dealer ("Dealer"). LiveFree Emergency Response, Inc. ("LiveFree") has authorized the Dealer to market and sell to you LiveFree's services ("LiveFree Services") for your use with certain hardware and other products ("Equipment") that enable the LiveFree Services. These LiveFree Terms (Sections A1 through A10) are part of your legal agreement with the Dealer. These LiveFree Terms contain, among other things, important warranty disclaimers (in Section A3) and limitations of liability (in Section A5) applicable to your use of the LiveFree Services and the Equipment. By signing your agreement with the Dealer, accessing the LiveFree customer website or using any other part of the LiveFree Services, you agree to be bound by these LiveFree Terms. Although these LiveFree Terms are part of your legal agreement with the Dealer, you acknowledge and agree that they may be enforced by LiveFree directly.

A1. Pursuant to your agreement with the Dealer, you have agreed to purchase LiveFree Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of LiveFree. You acknowledge and agree that (a) you have had the opportunity to read and review these LiveFree Terms before entering into your agreement with the Dealer, (b) you accept the LiveFree Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an LiveFree subscriber or if the LiveFree Services become unavailable at your location for any reason, you will have no right of refund, return or deinstallation with respect to any LiveFree Services or any Equipment, except if and to the extent otherwise required by law. LiveFree may modify these LiveFree Terms from time to time as required to comply with applicable law.

A2. The Equipment contains proprietary software, hardware, and trade secrets of LiveFree. LiveFree solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other LiveFree materials (together, "LiveFree Materials") and the LiveFree Services. You agree that you will not (a) use, or cause or permit any other person or entity to use, any LiveFree Materials or LiveFree Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any LiveFree Materials, (ii) the transferring or purported resale or sublicensing of any LiveFree Materials, or (iii) the removal, delivery, or exportation of any LiveFree Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3.(a) THE SOLE WARRANTY PROVIDED BY LIVEFREE WITH RESPECT TO THE LIVEFREE SERVICES, IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE LIVEFREE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE LIVEFREE TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE LIVEFREE TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED

BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO LIVEFREE SERVICES, ALL LIVEFREE SERVICES, ALL EQUIPMENT AND ALL LIVEFREE MATERIALS THAT ARE OR MAY BE PROVIDED BY LIVEFREE ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIVEFREE DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THE LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL LIVEFREE SERVICES SHALL BE WITH YOU.

(b) THE SOLE WARRANTY PROVIDED BY LIVEFREE WITH RESPECT TO THE LIVEFREE MATERIALS AND THE EQUIPMENT IS A LIMITED WARRANTY AGAINST DEFECTS IN THE INITIAL MANUFACTURE OF ANY LIVEFREE PRODUCT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF PURCHASE. THE SOLE REMEDY FOR BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT (AT LIVEFREE'S SOLE OPTION) OF ANY NON-CONFORMING LIVEFREE PRODUCT. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO LIVEFREE PRODUCTS, ALL LIVEFREE PRODUCTS THAT ARE OR MAY BE PROVIDED BY LIVEFREE ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIVEFREE DISCLAIMS (a) ALL WARRANTIES TO YOU, WHETHER EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTY SET FORTH IN THIS SECTION A.3(b), AND (b) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL EQUIPMENT AND ALL LIVEFREE MATERIALS SHALL BE WITH YOU.

A4. The prices we charge for the LiveFree Services and Equipment reflect the value of the goods and services LiveFree provides and not the value of your premises or its contents or any losses associated with personal injury or death. You understand and agree that LiveFree is not an insurer of your property or the personal safety of persons in or around your premises. If you feel that you need insurance, you should obtain it from a third party. You understand and agree that (a) the LiveFree Services and Equipment will not detect or prevent an unauthorized intrusion onto the premises or other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage; (b) the LiveFree Services and Equipment may not properly facilitate the notification of monitoring station personnel in the event of a medical emergency, depending in part on such factors as the availability of accurate tracking information

and GSM service in the area where such an emergency occurs, which factors are beyond the control of LiveFree; (c) it is difficult to determine in advance the value of the property or the extent of harm that may occur if the LiveFree Services or Equipment fail to operate properly; (d) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by LiveFree's: (i) breach of these LiveFree Terms, (ii) failure to perform, (iii) negligence (including gross negligence), or (iv) any failure of the LiveFree Services or Equipment.

A5. YOU AGREE THAT LIVEFREE'S LIABILITY TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT LIVEFREE RECEIVES FOR YOUR USE OF THE LIVEFREE SERVICES, AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT LIVEFREE WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION A5 SHALL APPLY (a) EVEN IF IT IS DETERMINED THAT LIVEFREE CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU OR SOMEONE IN OR AROUND YOUR PREMISES (INCLUDING EMPLOYEES AND INVITEES) AND (b) TO ALL HARM, DAMAGES, INJURY OR LOSS INCURRED INCLUDING ACTUAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. YOU MAY OBTAIN FROM LIVEFREE A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO LIVEFREE. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE LIVEFREE TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT LIVEFREE IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with LiveFree, attempts to hold LiveFree responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from (a) a failure of the LiveFree Services or Equipment, (b) LiveFree's negligence (including gross negligence), (c) any other improper or careless activity of LiveFree, or (d) a claim for indemnification or contribution, you will repay to LiveFree (i) any amount which LiveFree is required to pay or which LiveFree reasonably agrees to pay in settlement of the claim, and (ii) the amount of LiveFree's reasonable attorney's fees and any other losses and costs that LiveFree may incur in connection with the harm, damages, injury or loss.

A7. You understand and agree that these LiveFree Terms, and particularly Sections A5 and A6, shall (a) apply to and protect the employees, officers, shareholders, parent companies,

directors, agents, licensors, representatives and affiliates of LiveFree, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A8. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE LIVEFREE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST LIVEFREE OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A9. These LiveFree Terms shall be governed by the law of the State of Idaho, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or LiveFree commences a law suit for a dispute arising under or related to these LiveFree Terms or in anyway relating to the LiveFree Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto. Otherwise any such suit may be brought and/or maintained solely in a state court in the Counties of Bonneville or Bannock in the State of Idaho, or in the United States District Court for the District of Idaho.

A10. If any provision of these LiveFree Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these LiveFree Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these LiveFree Terms shall be upheld and applied to the maximum extent permitted by law. LiveFree is an intended third-party beneficiary of these LiveFree Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these LiveFree Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

SCHEDULE 2—Product and Services Fees and Pricing

As set forth in the Agreement, LiveFree agrees to provide the following LiveFree Equipment and Services to Dealer Customers at the following prices:

Equipment and Services:

1. Services to Be Provided. LiveFree and/or its affiliates or partners shall provide the following Services to Dealer in return for the payments set forth below: 1) Base Equipment for use by Dealer's end user customers (or equipment purchased and owned by Dealer and provided to Dealer Customers for personal emergency response services), 2) monitoring services, 4) cellular telephony services through a third party vendor 3) fulfillment services (including covering shipping, packaging, and handling costs), 4) signal forwarding and interactive web services for Dealer's end user customers, and 5) reasonable customer service and technical support.
2. "Base Equipment" includes a single EZ Care landline personal emergency response base station and included accessories, with a single alert button transmitter.
3. "Cellular Base Equipment" includes a single EZ Care Plus cellular personal emergency response base station and included accessories, with a single alert button transmitter.
4. "GPS Equipment" includes a single LifeBeacon personal emergency response system and included accessories.

Costs of Service:

- i) As to purchased Base Equipment, \$4 per month per active EZ Care based personal emergency response system, for monitoring services only;
- ii) As to purchased Cellular Base Equipment, \$6 per month per active EZ Care Plus personal emergency response system, for monitoring services and cellular telephony services;
- iii) As to purchased GPS Equipment, \$6 per month per active LifeBeacon personal emergency response system, for monitoring services, GPS tracking, and cellular telephony services;
- iv) As to online portal access, \$100 per month for customer management, billing information, and alarm signal tracking.
- v) As to Payment Processing, 4% per transaction for every credit card, debit card or ACH transaction, and for recurring billing functionality. In addition, Dealer agrees to pay any additional applicable fees as follows:
 - \$30 for ACH, Credit Card and Debit Card Chargebacks
 - \$5 for Unauthorized Payments

At any time during the term of the Agreement, if Dealer has had a monthly ratio of Chargebacks to Transactions exceeding one percent, or Chargebacks are in excess of three percent of any monthly dollar amount of Transactions, LiveFree reserves the right to terminate merchant processing.
- vi) As to Returned Equipment Processing, \$10 per device, for cleaning, testing, and repackaging of returned equipment.
- vii) The payments set forth in this section shall continue for so long as any Dealer Customer remains active and shall survive any termination of this Agreement for any reason.

Equipment Costs

1. Types and Prices of Equipment (purchase):
 - a. Base Equipment-- \$65 per EZ Care unit.
 - b. Cellular Base Equipment - \$100 per EZ Care Plus
 - c. GPS Equipment-- \$85 per LifeBeacon unit.
2. Other Equipment. In addition to the primary Equipment, Dealer may sell to Dealer Customers the following Other Equipment:
 - a. A General Electric KeySafe. Dealer cost will be \$10.
 - b. A photoelectric smoke detector. Dealer cost will be \$40.
 - c. An additional alert button transmitter. Dealer cost will be \$12.
 - d. An additional or replacement phone cord. Dealer cost will be \$5.